



CALIFORNIA STATE ATHLETIC COMMISSION

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ADDENDUM TO PROMOTIONAL CONTRACT¹

READ ENTIRE ADDENDUM BEFORE SIGNING

Boxer understands that he/she is not obligated to sign a promotional contract with a promoter.

Pursuant to Business and Professions Code Sections 18848 and 18849, promotional contracts or other such agreements between promoters and boxers are prohibited unless approved by the commission in writing. Commission approval shall be obtained only by causing this addendum to be attached to any such promotional agreement to be signed by all parties in the presence of a commission representative, and to be reviewed and approved by a commission representative and then filed with the commission. Any and all inconsistencies or ambiguities between the promotional agreement and this addendum which is attached to it and made a part of it shall be resolved in favor of this addendum, the Boxing Act, and the commission's rules.

This addendum/contract (strike out one) made this _____ day of _____, 200____ at _____, California, is by and between _____ (hereinafter "promoter") and _____ (hereinafter "boxer") and _____ (hereinafter "manager").

In consideration of mutual promises contained herein, the above parties agree to and with each other and with the State Athletic Commission (hereinafter "commission"), in order to induce its acceptance hereof as follows:

NOTWITHSTANDING THE PROVISIONS OF ANY OTHER CONTRACT:

A. BOXER AGREES:

1. No promotional contract may exceed three years nor is it valid and enforceable until it is submitted to, approved by, and filed with the commission with this addendum attached. Boxer understands that he/she may negotiate the terms of the promotional contract with a promoter before signing it.
2. Subject to the approval of the promotional contract by the commission, the boxer will render services from _____ to _____ solely and exclusively for promoter in such boxing contest, exhibition, or training exercises as promoter shall from time to time direct, whether in California or elsewhere.
3. To be ready, willing, able, and available to accept and perform reasonable requests for such services.

¹ If this constitutes the entire contract between parties, then word "addendum" as used in this document shall mean "contract."

B. PROMOTER AGREES:

1. If the promoter is promoting, co-promoting, or has any interest in a promotion involving the boxer, the promoter shall not participate in the boxer's compensation or purse from the promotion. If the promoter is not participating in the promotion but is booking the boxer with another promoter, no part of any booking fee the promoter may receive, shall come from the boxer or the boxer's purse. If the boxer has a manager, the manager shall not participate or share in the booking fee.

2. To guarantee boxer that the boxer's share of money earned pursuant to the promotional contract shall not be less than _____ per year during its term or promoter shall pay boxer the difference between the amount actually earned and _____.

3. To use the promoter's best efforts to secure remunerative boxing contests and at all times to act in the best interest of the boxer.

4. Promoter shall not make a contract for a boxing contest where promoter has a direct or indirect financial or contractual interest in boxer's opponent or enter into an option contract with the boxer's opponent without the prior written approval of the commission.

5. To render a full, true, accurate, and itemized accounting to the commission if the commission so requests. Said accounting shall include, with respect to each contest, exhibition or match: (a) the amount of money received by promoter pertaining to the contest, exhibition, or match; (b) the amount of money actually paid to boxer; (c) the amount of money owed to promoter by boxer, provided, however, that no sum of money shall be claimed under this subsection which cannot be substantiated by a receipt signed by the boxer; and, (d) training expenses.

C. BOXER AND PROMOTER FURTHER AGREE:

1. That all contests or exhibitions of boxing which are conducted during the term of the promotional contract in the State of California shall in all respects be held in conformity with the laws of the State of California and the rules and regulations now or hereafter adopted, amended, or repealed by the commission. Said laws and rules are incorporated herein and made a part hereof by reference.

2. All controversies concerning the validity and/or enforceability of the promotional contract and this addendum shall be submitted for arbitration in the following manner:

Within two (2) weeks after the origin of such dispute or controversy, either or both parties hereto may notify the commission of the existence of such dispute and of a desire and willingness to refer such dispute to arbitration, whereupon the commission shall by itself, or through another duly appointed by it, conduct a hearing at a time and place reasonably convenient to all interested parties and witnesses; notification of the time and place of such be given to all interested persons at their last known place of address. The parties hereto agree in the event of submission of any such controversy to arbitration that the decision of such arbitrator shall be final and binding upon the parties hereto and each of them agree to be bound thereby.

3. The arbitrator may terminate the promotional contract if promoter fails to obtain a good faith offer of a boxing match, exhibition or contest for at least four (4) consecutive months, during which time boxer shall have been ready, willing, able, and available to accept and perform such services.

4. Promoter and boxer both certify and promise to each other and to the commission, to induce its approval hereof, that no other person or party (other than by the commission) in any way or in any degree shares or participates in the ring earnings of the boxer, that the boxer and promoter have no other agreements with boxer's career, and that no oral or written agreements exist concerning such sharing or participation. If any such agreements exist, they shall be unenforceable unless disclosed to and approved by the commission.

5. Promoter and boxer both certify and promise to each other and the commission to induce its approval of the promotional contract, that no oral or other written agreement exists between them other than the promotional contract and this addendum, that the boxer has no other agreement with any other person (other than the boxer's manager pursuant to a Boxer-Manager contract or an option contract filed with and approved

by the commission) concerning his or her boxing activities, and that no change in or addition to the promotional contract or this addendum is valid or will be enforced unless it is made in writing, approved by, and filed with the commission or a commission representative.

6. **No promotional contract is valid until and unless both parties appear at the same time before the commission or a representative and the contract has been approved by the Executive Officer.** This addendum must be attached to and made a part of said contract.

7. The promotional contract may be terminated by the promoter and the boxer executing a release of Promotional Contract form provided by the Commission. The promotional contract may not be terminated until such a Release of Promotional Contract is executed by the promoter and boxer and is submitted to, approved by, and filed with the commission.

8. No part of the promotional contract or this addendum is assignable without the agreement of the promoter, the boxer, and the commission.

The parties have read and signed this addendum and the promotional contract to which it is attached in each other's presence and in the presence of the commission representative who has orally reviewed the terms of this contract with the boxer on this _____ day of _____, 200____.

If the parties have any other agreements concerning the boxer's compensation or career other than those set forth in this contract, they may not be enforced by the commission.

Witnessed by Commission Representative

Promoter

Boxer

Manager

Date

Co-Manager (if any)

Accepted and approved by:

Executive Officer

Date

I hereby acknowledge that the provisions of the promotional contract and this addendum have been reviewed with me by a commission representative.

Boxer